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Bilstein of America, Inc., ThyssenKrupp Bilstein
SASA, S.A. de C.V., ThyssenKrupp Industrial Services
NA, Inc., ThyssenKrupp System Engineering, Inc.,
ThyssenKrupp EGM GmbH, ThyssenKrupp Krause
GmbH, ThyssenKrupp System Engineering S.A.S, and
ThyssenKrupp Steel Stahl-Service Center GmbH*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

General Motors Corp., *et al.*,

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

**LIMITED OBJECTION OF THYSSENKRUPP STEEL NORTH AMERICA, INC., TWB
COMPANY LLC, THYSSENKRUPP CRANKSHAFT CO., LLC, THYSSENKRUPP
PRESTA DANVILLE, LLC, SYSTRAND PRESTA ENGINE SYSTEMS, LLC,
THYSSENKRUPP BILSTEIN OF AMERICA, INC., THYSSENKRUPP BILSTEIN
SASA, S.A. DE C.V., THYSSENKRUPP INDUSTRIAL SERVICES NA, INC.,
THYSSENKRUPP SYSTEM ENGINEERING, INC., THYSSENKRUPP EGM GMBH,
THYSSENKRUPP KRAUSE GMBH, THYSSENKRUPP SYSTEM ENGINEERING**

**S.A.S., AND THYSSENKRUPP STEEL STAHL-SERVICE CENTER GmbH TO
DEBTORS' NOTICE OF INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL PROPERTY**

ThyssenKrupp Steel North America, Inc., TWB Company LLC, ThyssenKrupp Crankshaft Co., LLC, ThyssenKrupp Presta Danville, LLC, Systrand Presta Engine Systems, LLC, ThyssenKrupp Bilstein of America, Inc., ThyssenKrupp Bilstein SASA, S.A. de C.V., ThyssenKrupp Industrial Services NA, Inc., ThyssenKrupp System Engineering, Inc., ThyssenKrupp EGM GmbH, ThyssenKrupp Krause GmbH, ThyssenKrupp System Engineering S.A.S., and ThyssenKrupp Steel Stahl-Service Center GmbH ("The TK Entities"), by and through their undersigned counsel, for their objection (the "Cure Objection") to the proposed cure amount ("Cure Amount") listed on Debtors' Contract Notices website (the "Website") pursuant to this Court's Sale Procedures Order and paragraph A of the Assumption and Assignment Notice respectfully represents:

1. On June 1, 2009 (the "Petition Date"), the Debtors filed their voluntary petition for relief in this Court under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

2. Prior to the Petition Date, The TK Entities entered into various contracts, purchase orders, and agreements whereby the TK Entities would provide goods and services in exchange for timely payments of same by Debtors (collectively, the "Contracts").

3. Pursuant to the Sale Procedures Order, the Debtors delivered its Assumption and Assignment Notice dated June 5, 2009 which included instructions to access the Website on which the TK Entities could view a listing of those executory contracts Debtors may seek to assume and assign in connection with the sale of substantially all of its assets, and by its

calculations, any corresponding proposed Cure Amount in connection with such contract or leases.

4. At the time this Cure Objection was filed, the Website identified certain Contracts the Debtors may seek to assume and assign in connection with the sale of substantially all of its assets and a total Cure Amount of \$2,775,257.33 due and owing to ThyssenKrupp AG¹ under the identified Contracts.

5. The TK Entities do not object to the assumption and assignment of their Contracts *per se* and have begun, or is prepared to begin, their efforts to reach a consensual resolution of the Cure Amount with Debtors. However, as the Cure Amount has not yet been resolved, the TK Entities, for purposes of preserving their objection rights as to the proposed Cure Amount, make this Cure Objection pursuant to paragraph 8 of the Assumption and Assignment Notice.

Limited Objection to Proposed Cure Amount

6. The TK Entities object to the identification of ThyssenKrupp AG as the supplier to whom the Cure Amount is owed. In fact, GM owes money to the following entities: ThyssenKrupp Steel North America, Inc., TWB Company LLC, ThyssenKrupp Crankshaft Co., LLC, ThyssenKrupp Presta Danville, LLC, Systrand Presta Engine Systems, LLC, ThyssenKrupp Bilstein of America, Inc., ThyssenKrupp Bilstein SASA, S.A. de C.V., ThyssenKrupp Industrial Services NA, Inc., ThyssenKrupp System Engineering, Inc., ThyssenKrupp EGM GmbH, ThyssenKrupp Krause GmbH, ThyssenKrupp System Engineering S.A.S., and ThyssenKrupp Steel Stahl-Service Center GmbH.

7. The TK Entities object to the proposed Cure Amount listed on the Website at the time this Cure Objection was filed as it does not fully cure and compensate the TK Entities for

Debtors' default(s). According to the TK Entities' books and records, the correct Cure Amount for those Contracts listed on the Website, is approximately \$17,947,067.39².

8. The TK Entities reserve their right to amend or supplement this objection if, for example, Debtors seek to assume and assign additional Contracts after the Objection Deadline or if there are additional Cure Amounts relating to defaults under the Contracts that occur or continue to occur after the Petition Date. Further, by filing this Cure Objection, except to the extent governed by a Trade Agreement executed prior to the Objection Deadline, the TK Entities do not waive any other rights, claims, or interests they have or may have under the Contracts as provided by the Contracts or as a matter of non-bankruptcy law, all of which are expressly preserved. Furthermore, the TK Entities reserve all rights to contest the amount owed, including both the cure resolution process and any process permitted under the Trade Agreement between the TK Entities and GM.

WHEREFORE, the TK Entities respectfully request that the Court (a) condition any assumption and assignment of the Contracts on (i) the payment in full for all outstanding amount(s) due to the TK Entities under the Contracts in compliance with section 365 of the Bankruptcy Code and (ii) compliance with any other applicable law and (b) grant such other and further relief as the Court deems just and proper.

Dated: New York New York
June 15, 2009

¹ ThyssenKrupp AG is not a supplier of GM's and is named in this objection solely to correlate it to GM's Website. By being named in this objection, ThyssenKrupp AG does not consent to jurisdiction in this case, or in any other case and reserves the right to challenge any attempts to assert jurisdiction over it.

² ThyssenKrupp Steel North America, Inc. is owed \$39,424.33; TWB Company LLC is owed \$1,112,093.63; ThyssenKrupp Crankshaft Co., LLC is owed \$1,181,952.00; ThyssenKrupp Presta Danville LLC is owed \$6,310,560.79; Systrand Presta Engine Systems, LLC is owed \$3,823,245.99; ThyssenKrupp Bilstein of America, Inc. is owed \$2,251,937.40; ThyssenKrupp Bilstein SASA, S.A. de C.V. is owed \$257,860.60; ThyssenKrupp Industrial Services NA, Inc. is owed \$59,926.36; ThyssenKrupp System Engineering, Inc. is owed \$641,378.00; ThyssenKrupp EGM GmbH is owed \$846,472.47; ThyssenKrupp Krause GmbH is owed \$135,948.95; ThyssenKrupp System Engineering S.A.S is owed \$ 306,266.87; and ThyssenKrupp Steel Stahl-Service Center GmbH is owed \$980,000.00

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ThyssenKrupp Industrial Services NA, Inc., ThyssenKrupp
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ThyssenKrupp Krause GmbH, ThyssenKrupp System
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BUTZEL LONG, A PROFESSIONAL CORPORATION, ATTORNEYS AND COUNSELORS